

Supplier Information Packet

Thank you for your interest in qualifying as an approved vendor for the American Water Military Services Group.

Please review the enclosed information identified below:

- ◆ Supplier Profile Sheet
- ◆ Purchase Order Terms and Conditions
- ◆ Business Size Self Certification Form
- ◆ Summary of Small Business Size Standards (by Industry)

Please submit the following documents in order for your request to be processed:

- ◆ **Supplier Profile Sheet** (must be signed and dated)
- ◆ **A current W-9 Form** (must be signed and dated)
- ◆ **MSG Business Size Self Certification Form**
- ◆ **A current Insurance Certificate** (AW requires that each supplier shall provide us with a copy of its Insurance Certificate from their insurance carrier stating the minimum insurance requirement of \$1M Commercial General Liability per occurrence)
 - American Water, its parent, its directors, officers and employees and the Government are to be listed as additional insured and must be shown as such for all coverages except Workers' Compensation.
Certificate Holder shall be listed as: American Water Enterprises, Inc. 1025 Laurel Oak Road, Voorhees, NJ 08043 Attn: Military Services Group and US Government, 8725 John J Kingman Road, Suite 3830-3L, Fort Belvoir, VA 22060-6222 Attn: Contracting Officer
 - The following Contract Number must be identified on the insurance certificate, based on where work is being performed: Fort Polk: SP0600-08-C8257, Fort Belvoir: SP0600-09-C-8257, Fort Meade: SP0600-08-C-8256

Please return completed forms to one of the location contacts listed below:

(If your company is interested in working with more than one of our locations, please select the location closest to your company headquarters to send the paperwork to)

<u>Location</u>	<u>Contact Name</u>	<u>E-mail</u>	<u>Phone</u>	<u>Fax</u>
Fort Polk , LA	Stacey Aversing	stacey.aversing@amwater.com	337-537-1172	337-537-1165
Fort Belvoir, VA	Jamie Bergen-Taylor	jamie.bergen-taylor@amwater.com	571-339-8087	571-339-8091
Fort Meade, MD	Erik Bonstrom	erik.bonstrom@amwater.com	410-925-2382	443-817-0993
Fort AP Hill, VA	Mary Virgil	mary.virgil@amwater.com	804-632-1403	804-632-1404
Fort Hood, TX	Misti Davis	misti.davis@amwater.com	254-213-0382	254-213-0948
Fort Leavenworth	Alicia Hund	alicia.hund@amwater.com	913-758-9272	913-758-9301
Fort Rucker, AL	Julie Hinz	gayle.hinz@amwater.com	334-503-1761	334-503-1763
Fort Sill, OK	Summer Kelsey	summer.n.kelsey@amwater.com	580-248-3034	580-353-5496
Hill AFB, UT	Julee Womack	julee.womack@amwater.com	801-695-9786	801-695-9782
Picatinny, NJ	Pamela Bright	pamela.bright@amwater.com	862-397-5990	862-397-5983
Scott AFB, IL	Tammy Schrage	tammy.schrage@amwater.com	618-744-9631	618-744-9626
Vandenberg AFB, CA	Marie Geist	marie.geist@amwater.com	856-359-2018	856-359-2464

For any questions or additional information, please contact either:

Brenda Delgado, Contracts Specialist	856-359-2096	brenda.delgado@amwater.com
Susan Pierucci, Contracts Specialist	856-359-2083	susan.pierucci@amwater.com
Marie Geist, Contracts Manager	856-359-2018	marie.geist@amwater.com

Remittance Address

American Water Enterprises, Inc.
1025 Laurel Oak Drive
Voorhees, NJ 08043
Attn: Military Services Group
Receptionist: 856.359.2800
Facsimile: 856-359-2765

Billing Address

American Water Services
P.O. Box 5630
Cherry Hill, NJ 08034
Attn: AWE Accounts Payable
Telephone: 856-310-5742
Facsimile: 856-310-5969

PURCHASE ORDER TERMS AND CONDITIONS

Notwithstanding anything herein to the contrary, should the Seller be a party to an existing Subcontract Agreement with Buyer, the terms and conditions of the Subcontract Agreement shall govern the goods and/or services provided under this Purchase Order.

1.0 CONTRACT ACCEPTANCE

The parties hereto agree that this Purchase Order shall be a contract subject to all applicable federal, state, and local laws, rules, regulations and ordinances, and delivery of any goods and/or services (hereinafter referred to as "Goods") covered by this Purchase Order shall constitute Seller's representation to Buyer that there has been full compliance herewith and that Goods delivered conform thereto. This Purchase Order, including the pertinent drawings and specifications, if any, shall constitute the entire agreement between the parties hereto and shall supersede all prior offers, negotiations, and agreements relating to the subject matter herein. No "customs or usages" of any trade or business shall apply. Buyer rejects the inclusion of any additional or different conditions proposed by Seller in accepting this order, and if such are included in Seller's acceptance, a contract for sale will result only upon Buyer's acceptance.

2.0 PAYMENT

Buyer shall pay Seller for Goods at the price set forth on this Purchase Order. Seller shall provide Buyer with invoices and such additional information and documentation as may be required by Buyer and Buyer shall pay such invoice within thirty (30) calendar days of receipt.

3.0 INCORPORATION OF FAR CLAUSES AND PRIME CONTRACT

The Federal Acquisition Regulation (FAR) clauses listed below are incorporated by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation:

FEDERAL ACQUISITION REGULATIONS

- 52.202-1 Definitions (IAW FAR 2.201) (July 2004)
- 52.203-3 Gratuities (IAW FAR 3.202) (Apr 1984)
- 52.203-5 Covenant against Contingent Fees (IAW FAR 3.404) (Apr 1984)
- 52.219-8 Utilization of Small Business Concerns (May 2004) (This clause only applies if the Subcontractor is not a small business)
- 52.222-1 Notice to the Government of Labor Disputes (IAW FAR 22.101-1[e] and 22.103-5[a]) (Feb 1997)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (March 2007)
- 52.222-41 Service Contract Act of 1965 (Nov 2007)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)
- 52.227-3 Patent Indemnity (Apr 1984)
- 52.228-5 Insurance – Work on a Government Installation (Jan 1997) (This clause only applies if the Supplier will be on site at a Government Installation).
- 52.242-15 Stop Work Order (Aug 1989)
- 52.244-6 Subcontracts for Commercial Items & Commercial Components (Feb 2009)
- 52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)
- 52.246-4 Inspection of Services – Fixed Price (Aug 1996)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

FAR CLAUSE APPLIES IF VALUE OF PO EXCEEDS \$10,000

- 52.222-36 Affirmative Action for Workers with Disabilities (June 1998)

FAR CLAUSES APPLY IF VALUE OF PO EQUALS OR EXCEEDS \$100,000

- 52.222-35 Equal Opportunity for Special Disabled Veterans & Veterans of the Vietnam Era (Sept 2006)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Sept 2006)

DEFENSE FEDERAL ACQUISITION REGULATIONS

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)
- 252.204-7004 Required Central Contractor Registration (Sept 2007)

The Contract Disputes Act shall have no application to this Purchase Order. The provisions of FAR 52-230-1, Cost Accounting Standards, shall not apply to this Purchase Order, unless otherwise required by law or regulation.

4.0 INSURANCE (Applies when FAR 52.228-5 pertains)

Supplier shall, at its expense, obtain and keep in force during the term of this contract, and any renewals or extensions hereof, the following minimum insurance limits and coverage to cover its legal liability to third parties in accordance with the Conditions of Contract. All liability coverage shall designate Buyer, its parent, its directors, and officers and employees as Additional Insured. The insurance coverage limits stated below are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as Buyer acceptance of the responsibility of the Contractor:

- Commercial General Liability:** \$1,000,000 per occurrence Combined Single Limits
\$1,000,000 General Aggregate
\$1,000,000 Products and Completed Operations
Occurrence Form, including Premises and Operations Coverage, Products and Completed Operations, Coverage for Independent Contractors, Personal Injury Coverage and Blanket Contractual Liability

Completed Operations shall be maintained for a period of two (2) years following Final Completion

Workers Compensation:

- A. Applicable State Requirements: Statutory Minimum
- B. Employer's Liability: Each Accident \$1,000,000
Policy Limit – Disease \$1,000,000
Each Employee – Disease \$1,000,000
- C. Voluntary workers compensation insurance covering all employees not subject to the applicable workers compensation act or acts.

Automobile Liability (including hired, borrowed and non-ownership liability):

Bodily Injury and Property Damage Liability:
\$1,000,000 each occurrence Combined Single Limits

Umbrella Liability in excess of Employer's Liability, General Liability and Automobile Liability (no more restrictive than the underlying insurance) with a limit of \$1,000,000.

Supplier shall furnish prior to the start of work certificates or adequate proof of the foregoing insurance and provide thirty (30) days notification of any cancellation or termination of this insurance.

5.0 HAZARDOUS CHEMICALS

In accordance with the intent of the Federal Occupational Safety and Health Administration, Standard Section 29 CFR 1910.1200, Hazard Communication with the effective date of May 25, 1986, Buyer hereby notifies Seller that work is to be performed on Buyer controlled property where Seller's (or subcontractor's) employees may be exposed to hazardous materials existing on the premises. Seller shall inform its employees and subcontractors that Buyer maintains a Right to Know plan on the premise which they have a right to access and review, and which is intended to ensure that they are adequately informed about the potential hazards of exposure to such Chemicals.

Seller warrants that any Chemical substance constituting or contained in the Goods sold or otherwise transferred to Buyer hereunder, if appropriate, is on the list of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substance Control Act, as amended, and Seller further warrants that, if appropriate, it has delivered or at the time the first delivery of the Goods to Buyer, Seller agrees to deliver to Buyer any MSDS required to be provided pursuant to the applicable OSHA hazard communication standards contained in 29 CFR Chapter XVII, Part 1910.1200, as the same may be amended or supplemented from time to time.

6.0 SELLER WARRANTIES AND COVENANTS

- 6.1 The Seller warrants that it owns or has the right to sublicense all proprietary rights, including patent, copyright, trade secret, trademark or other proprietary rights in all software, if any, or other Goods provided to Buyer under this Purchase Order.
- 6.2 The Seller warrants and covenants: (i) that any Goods provided to Buyer under this Purchase Order shall not infringe or constitute an infringement or misappropriation of any copyright, patent, trademark, service mark, trade name, trade secret or similar proprietary right conferred by contract, statute, common law or any other law; and (ii) that the Goods delivered shall conform in all respects to the specifications, drawings, samples, descriptions and requirements for such items included in this Purchase Order or any proposals submitted by Seller; (iii) that all Goods will be of a good and marketable quality, including all implied warranty of merchantability and fitness for a particular use; (iv) that all Goods shall be free from all defects (including latent defects) in materials, workmanship, and fabrication; (v) Seller hereby passes through to Buyer and its Customer all manufacturer and developer representations, warranties and indemnities for these Goods at no additional charge to Buyer. In the event of a breach of these warranties, Seller shall, without charge and without delay, repair, or replace the Goods so as to correct such breach or default.

7.0 SELLER INDEMNITIES

- 7.1 The Seller shall, at its own expense, defend, indemnify and hold harmless Buyer and its directors, officers, employees, agents, successors and assigns from and against any and all Losses (as hereinafter defined) to the extent arising from the failure or defect of Goods. Seller further shall, at its own expense, defend, indemnify and hold harmless Buyer and its directors, officers, employee, agents successors and assigns from and against any and all Losses arising from or connected with any claim of infringement or misappropriation made against Buyer or the Customer (including any claims made by the Customer) in respect to any patent, copyright, trademark, service mark, trade name, trade secret or similar proprietary rights conferred by statute, contract or by common law or by any other law alleged to have occurred because of systems, products or other items provided to Buyer or the Customer by the Seller. Notwithstanding the foregoing, Seller shall not be liable for damages or injuries to the extent caused by an indemnified party.
- 7.2 For the purposes of this Agreement, "Losses" shall mean all losses, liabilities, damages and claims (including taxes) and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, interest and penalties).

8.0 TERMINATION OF PRIME CONTRACT

Buyer shall not be liable for payment for any Goods delivered by Seller after termination of Buyer's Prime Contract with Customer, in whole or in part for whatever reason, including but not limited to termination for the Customer's convenience. Notification to Seller of such termination shall be provided in writing.

The size of your business is determined by the NAICS code of the product or service your company provides. Please fill out the information below and return to American Water via e-mail.

Please refer to the Code of Federal Regulations (CFR), Title 13, subparts 121.410 and 121.411, for guidance on size standards and procedures regarding the Subcontracting Program. These regulations may be obtained on the internet at <http://www.sba.gov/offices/headquarters/ogc/resources/4518>.

Company Name

Address

City

State

Zip Code

Business
Classification:
(check all that apply)

Small Business

Small Disadvantaged Business

Certified by SBA as a HUBZone Business

Women Owned Small Business

Veteran Owned Small Business

Service Disabled Veteran Owned Small Business

Historically Black College/University or Minority Institution

Large Business (including non-profit)

Alaskan Native Corporation

Indian Tribe

Other

You may wish to review the definitions for the above categories in the Federal Acquisition Regulation 19.7 or 52.219-8 (<http://www.acquisition.gov/far/>). If you have difficulty ascertaining your size status, please refer to SBA's website at www.sba.gov/size or contact your local SBA office.

Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

NAICS Code(s) to be utilized for business classification(s) checked above:

Signature and Title

Date (mm/dd/yyyy)

FOR INTERNAL USE ONLY

HUBZone Status has been verified in the Dynamic Small Business Search database.

Verifier

Date (mm/dd/yyyy)

SUMMARY OF SIZE STANDARDS BY INDUSTRY

The Small Business Administration (SBA) has established two widely used size standards – 500 employees for most manufacturing and mining industries, and \$7.5 million in average annual receipts for most nonmanufacturing industries. While there are many exceptions, following are the primary size standards by industry. All dollars amounts pertain to average annual receipts.

Services

Most common: \$7.5 million

Computer programming, data processing and systems design: \$27.5 million
Research and development and environmental remediation service: the only service industries with size standards stated in number of employees. The highest annual receipts size standard in any of the service industry categories is \$38.5 million.

Construction

General building and heavy construction contractors: \$36.5 million
Special trade construction contractors: \$15 million
Land subdivision: \$27.5 million
Dredging: \$27.5 million

Retail Trade

Most retail trade industries: \$7.5 million

A few (such as grocery stores, department stores, motor vehicle dealers and electrical appliance dealers), have higher size standards, but none are above \$38.5 million.

Wholesale Trade

For all wholesale trade industries, a size standard of 100 employees is applicable for loans and other financial programs. When acting as a dealer on federal contracts set aside for small business or issued under the 8(a) program, the size standard is 500 employees and the firm must deliver the product of a small domestic manufacturer, as set forth in SBA's non-manufacturer rule, unless waived by the SBA for a particular class of products. For procurements made under the Simplified Acquisition Procedures of the FAR and where the purchase does not exceed \$25,000, the non-manufacturer may deliver the goods of any domestic manufacturer.

Manufacturing

About 75 percent of the manufacturing industries: 500 employees

Other Industries

Divisions include agriculture; transportation, communications, electric, gas, and sanitary services; and finance, insurance and real estate. Because of wide variations in the structure of industries in these divisions, there is no common pattern of size standards. For specific size standards as of January 1 of each year, refer to the size regulations in 13CFR121.201.



American Water Enterprises, Inc.
 American Water Operations & Maintenance, Inc.

SBA	REQUIREMENTS
Small Business Size	<p>To qualify as a small business concern for most Small Business Administration (SBA) programs, small business size standards define the maximum size that a firm, including all of its affiliates, may be: A size standard is usually stated in number of employees or average annual receipts. SBA has established two widely used size standards – <i>500 employees for most manufacturing and mining industries, and \$7.5 million in average annual receipts for most nonmanufacturing industries.</i> While there are many exceptions, these are the primary size standards by industry.</p> <p>To see if your business is considered small by the federal government, or to determine which NAICS code(s) is (are) applicable to your business, visit: https://www.sba.gov/content/small-business-size-standards</p>
Disadvantaged 8(a)	<p>The basic requirements an 8 (a) applicant firm must meet are:</p> <ul style="list-style-type: none"> • Must be a small business • Must be unconditionally owned and controlled by one or more socially and economically disadvantaged individuals who are of good character and citizens of the United States • Must demonstrate potential for success.
HUBZone	<p>To qualify for the program, a business (except tribally-owned concerns) must meet the following criteria:</p> <ul style="list-style-type: none"> • It must be a small business by SBA standards. • It must be at least 51% owned and controlled by U.S. citizens, or a Community Development Corporation, or an agricultural cooperative or an Indian tribe. • Its principal office must be located within a “Historically Underutilized Business Zone,” which includes lands considered Indian Country and military facilities closed by the Base Realignment and Closure Act; and at least 35% of its employees must reside in a HUBZone. <p>Existing businesses that choose to move to qualified areas are eligible. To fulfill the requirement that 35% of a HUBZone firm’s employees reside in the HUBZone, employees must live in a primary residence within that area for at least 180 days or be a currently registered voter in that area. A business may learn it resides in a HUBZone area by logging onto the web at http://map.sba.gov/hubzone/maps/ and researching your area.</p>
Woman Owned	<p>The Federal Acquisition Regulations (FAR) defines a “women-owned small business concern” in Part 19.001 Definitions, as follows: “Women-owned small business concern means a small business concern – (a) which is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (b) whose management and daily business operations are controlled by one or more women.”</p>
Veteran Owned/Service - Disabled Veteran Owned	<p>To be an eligible SDVOSBC, the management and daily business operations of the concern must be controlled by one or more service-disabled veterans (or in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran). A concern owned principally by another business entity that is in turn owned and controlled by one or more service-disabled veterans does not meet this requirements.</p>